

HONORABLE RONALD B. LEIGHTON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ROADRUNNER TRANSPORTATION
SERVICES, INC., a Wisconsin Corporation,

Plaintiff,

v.

DENNIS WALRATH, an individual
residing in Sumner, Washington,

Defendant.

No. 09-CV-5803 RBL

STIPULATED PERMANENT
INJUNCTION

STIPULATED PERMANENT INJUNCTION

This Permanent Injunction is entered into by and between Plaintiff Roadrunner Transportation Services, Inc. (“Plaintiff”), and Pro Se Defendant Dennis Walrath (“Defendant”).

WHEREAS, Plaintiff filed a Complaint against Defendant in the United States District Court for the Western District of Washington alleging that Defendant, among other claims, misappropriated Plaintiff’s confidential information and trade secrets and tortiously interfered with Plaintiffs’ existing and prospective business relationships (the “Action”); and

WHEREAS, Defendant admits liability and wants to respect Plaintiff’s rights related to the claims raised in the Action, and therefore the parties have agreed to this injunction; and

WHEREAS, Defendant takes full responsibility for his actions and future actions in regard to this Action.

Therefore, pursuant to Rule 65 of the Federal Rules of Civil Procedure, it is hereby ORDERED, ADJUDGED and DECREED that Defendant, his officers, directors, agents, and all

1 other persons and business entities acting on his or their behalf or under their control or in active
2 concert or participation with any of them, are hereby permanently (or as otherwise stated below)
3 enjoined from:

4 1. Ever using for business purposes, or possessing in any physical or electronic
5 form, any of Plaintiff's confidential information or trade secrets, including, without limitation,
6 customer lists and data, pricing information and strategies, pricing studies and analyses, forecasts
7 for orders and shipments, bills of lading, freight bills, and tariffs; and

8 2. Doing any transportation related business with, or contacting or soliciting for
9 business purposes related to transportation, any of Plaintiff's customers during 2008 and 2009
10 that were classified as defendant's accounts (341) , unassigned accounts (215), or house accounts
11 (376) while he was employed with Plaintiff. This Section 2 applies only from Defendant's last
12 day of work with Plaintiff up to and including December 11, 2010.

13 FURTHER, Defendant and his officers, directors, agents, and all other persons and
14 business entities acting on his or their behalf or under their control or in active concert or
15 participation with any of them:

16 A. Shall immediately allow Plaintiff access for the purpose of imaging any and all
17 computer hard drives used by Defendant, and then, under Plaintiff's (or its designee's)
18 supervision, deleting from all such computers all of Plaintiff's confidential information and trade
19 secrets, including any emails and any database Defendant created or attempted to create;

20 B. Shall immediately return all documents and data (copies and originals, in written,
21 electronically stored, or other form), related to Plaintiff's business and/or its customers,
22 excluding Defendant's pay or benefits records received from Defendant;

23 C. Shall immediately provide Plaintiff, through its attorney of record, the names and
24 contact information for any and all transportation companies that Defendant did business and/or
25 contracted with, including, without limitation, Focus Logistics, while and after Defendant was
26 employed by Plaintiff, and the full available details of those business arrangements or

1 transactions (customer, route, freight, approximate dates, and dollar amounts); and

2 D. Shall, in addition to any available injunctive relief or other available equitable
3 remedies, pay, upon Plaintiff's election over actual damages, liquidated damages in the amount
4 of ten thousand dollars (\$10,000) for each and every future proven breach of Section 2 above.

5 If Defendant violates any provision of this Permanent Injunction, then Defendant shall
6 be jointly and severally liable to pay Plaintiff's reasonable attorneys' fees and costs incurred in
7 connection with this lawsuit and in any subsequent lawsuits or measures to enforce the terms of
8 this Stipulated Permanent Injunction.

9 The terms of this Permanent Injunction are, and shall be, binding upon the parties, their
10 parent corporations, subsidiaries, affiliates, directors, officers, agents, attorneys, successors,
11 heirs, executors, administrators, trustees, representatives, guardians and assigns, and upon all
12 other persons and entities claiming an interest in the subject matter hereof through the parties.

13 Each person executing this Stipulation represents and warrants that such person has the
14 full right and authority to execute this Stipulation and to agree to all its terms and conditions.

15 Each Party executing this Stipulation represents and warrants that it:

16 (a) has had the opportunity to consider its terms and provisions;

17 (b) has had the opportunity to consult with an attorney of its own choosing
18 prior to executing this Stipulation;

19 (c) has carefully read this Stipulation in its entirety and fully understands the
20 significance and consequences of all of its terms and provisions; and

21 (d) is signing this Stipulation voluntarily and of its own free will and assents
22 to all the terms and conditions contained herein.

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24
25 The parties agree that the Court shall retain jurisdiction to enforce the terms of this
26 Stipulated Permanent Injunction.

IT IS SO AGREED

STOEL RIVES LLP

s/ James M. Shore

James M. Shore, WSBA No. 28095
600 University Street, Suite 3600
Seattle, WA 98101
jmshore@stoel.com
Attorney for Plaintiff Roadrunner
Transportation Services, Inc.

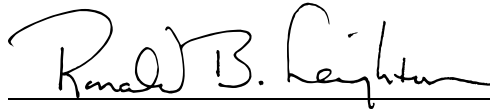
DENNIS WALRATH

s/per email authorization

Dennis Walrath, *Pro Se Defendant*

Pursuant to the above stipulated preliminary injunction entered into between the parties,

DATED this 5th day of March, 2010.



RONALD B. LEIGHTON
UNITED STATES DISTRICT JUDGE

Presented by:

STOEL RIVES LLP

s/ James M. Shore

James M. Shore, WSBA No. 28095
600 University Street, Suite 3600
Seattle, WA 98101
jmshore@stoel.com
Attorney for Plaintiff Roadrunner
Transportation Services, Inc.
Acknowledged; Notice of Presentation Waived

DENNIS WALRATH

s/per email authorization

Dennis Walrath, *Pro Se Defendant*